



Mayor Eric Papenfuse

City of Harrisburg

Request for Proposal #03 - 2014 For Housing and Community Development HUD Federal Grant Technical Assistance Consultant

Proposal Information

Submittal Deadline:

Thursday – May 15, 2014

Contact:

Damian Slaughter

Phone: 717-255-6404

Email: dslaughter@cityofhbg.com

Mailing Address:

Rev. Dr. Martin L. King Jr. City Gov't Center
Office of Purchasing
10 N. 2nd Street - Suite 302
Harrisburg, PA 17101

Section 1 – Introduction and Instructions

1.0 Objective of Request for Proposals (RFP)

The City of Harrisburg (hereinafter “City”) is soliciting competitive sealed proposals to contract for a Consulting Services related to U.S. Department of Housing and Urban Development Grant Funded Programs and Activities. All responsible firms and/or consultants are encouraged to submit a proposal.

1.1 Proposal Due Date

Proposals will be accepted at The Rev. Dr. Martin Luther King, Jr. City Government Center, Office of Purchasing, 10 North Second Street, Suite 302A, Harrisburg, PA, 17101 until 3:00 P.M., local prevailing time, Thursday – May 15, 2014. Please note that this deadline is for actual materials received at City Government Center, not a postmark deadline. Proposals received after this deadline noted will not be considered. Please refer to Section 5 for specific proposal submission instructions.

1.2 Proposal Opening Date

Proposals will be opened publicly immediately thereafter in the City Government Center, Suite 304B. Only the name of each consultant having submitted a proposal shall be read publicly. All other information contained in each proposal shall be treated as confidential information to avoid disclosure of contents prejudicial to competing consultants.

1.3 Amendments to Submitted, Unopened Proposals

Amendments to or withdrawal of submitted, unopened proposals will only be allowed if requests for such changes are received prior to the deadline set for submittal of proposals in Section 1.1 above. No amendments or withdrawals will be accepted after the deadline unless such amendments or withdrawals are in response to a City request.

1.4 Required Review of RFP Package Defects

Prospective consultants shall carefully review this RFP for defects. Comments concerning defects must be made in writing and received by RFP’s contact (see RFP cover page) at least ten (10) business days prior to the due date of the proposal. This will allow time for the issuance of any necessary addenda.

1.5 General

All questions regarding the RFP must be submitted in writing to the RFP contact. Telephone conversations must be confirmed in writing by the interested party. Two types of questions generally arise. One type may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written addendum to the RFP.

The decision on whether or not an addendum is required shall be made by the City. If an addendum is issued, it will be provided to all parties who were provided a copy of the RFP by the City. **If you obtain a copy of this RFP from the City's website, it is your responsibility to provide the City with your contact information.**

1.6 Receipt of RFP Package

The City is the sole authority to provide the RFP package to interested companies or individuals. Proposers who are working from an RFP package obtained from any other source may be working from an incomplete set of documents. The City assumes no responsibility for errors, omissions or misinterpretations in a proposal resulting from a proposer's use of an incomplete RFP package. Proposers who have received the RFP package from a source other than the City are advised to contact the RFP's contact to provide their company name, address, telephone number, fax number and contact name. This will ensure that the proposer will receive all communications regarding the RFP such as Addenda and Clarifications.

1.7 Preparation Costs

The City will not be responsible for any costs associated with the preparation, submittal or presentation of any proposal.

1.8 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the City and may be returned only at the City's option. Information contained in the proposals will not be disclosed during the evaluation process. Under prevailing Pennsylvania "Right to Know" laws public records are required to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, the winning proposal will become public information. Copies of said public records may be requested through the Right-to-Know Officer, located in the Office of the City Solicitor.

Trade secrets and other proprietary data contained in proposals may be held confidential if a proposer requests, in writing, that the City does so, and if the City agrees, in writing, to do so. Material considered confidential by the proposer must be clearly identified and the proposer must include a brief statement that sets out the reasons for confidentiality.

1.9 RFP Timeline

Following is the City's estimated timeline for the RFP process:

Issue RFP	May 1, 2014
Cutoff for Submission of Written Questions	May 8, 2014
Opening of Submitted Proposals.....	May 15, 2014
Commencement of Work.....	May 26, 2014

1.10 PURPOSE

It is the intent of this Request for Proposal (RFP) and resulting contract for specified duties to be performed by the Consulting Service as it relates to the U.S. Department of Housing and Urban Development Grant Funded Programs and Activities.

Section 2 – Notice to Bidders

- 2.1** The proposal evaluation will take into account all relevant criteria, including but not limited to price, qualifications and any exceptions or deviations taken by the Bidder.
- 2.2** The price must be neither directly or indirectly the result of any agreement with any other Bidder. All Bidders must complete the enclosed Non-Collusion Affidavit as part of the bidding requirements.
- 2.3** To the fullest extent permitted by law and to extent claims, damages, losses or expenses incurred not otherwise covered by insurance purchased by the Contractor shall indemnify, defend and hold harmless the City as well as the agents and employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees arising out of or resulting from performance of the Work or negligent acts of the Contractor, a Subcontractor, or any individual working on behalf of or under the Contractor's supervision, and anyone directly or indirectly employed by any of them or anyone for whose acts, they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person as described in this Agreement. In no event shall Contractor be liable for any claims, damages, losses and expenses arising out of City's own negligence.
- 2.4** In compliance with Chapter 5-715 of the Codified Ordinances of the City of Harrisburg, persons, firms, companies and corporations engaging in business within the City of Harrisburg must obtain a Mercantile License and pay the mercantile tax. The successful Bidder on this contract must obtain a Mercantile License for the contract year. For further information contact the Tax & Enforcement Office at (717-255-6513).
- 2.5** Insurance – The successful Consultant, at its expense, shall carry and maintain, in full force at all times during the contract term*:
 - 1) Worker's Compensation and Worker's Occupations Disease: Workers' Compensation Statutory Limits of coverage shall be as required by law in the Commonwealth of Pennsylvania. This shall include coverage for all persons

whom the Consultant may employ directly or through subcontractors in carrying out the work described in this contract.

Employer's Liability: Bodily Injury by accident - \$100,000.00 per accident
Bodily Injury by disease \$100,000.00 per employee
\$500,000.00 aggregate

2) Comprehensive General Liability (Legal fees covered outside policy limits) shall be required for a \$2,000,000 Bodily Injury & Property Damage Combined Single Limit per occurrence is required.

3) Excess Umbrella liability insurance with limits not less than \$2,000,000 per occurrence and \$2,000,000 aggregate.

4) Professional liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

5) Business Automobile Liability for Bodily Injury and Property Damage arising out of owned, non-owned and hired vehicles. A combined single limit of \$1,000,000.00 per occurrence is required.

With respects to all required coverage's, the Consultant shall furnish the City of Harrisburg a Certificate of Insurance issued by an insurance carrier licensed to do business in the Commonwealth of Pennsylvania and having a minimum of an "A" rating and a financial class size VII as defined by the AM Best Rating Guide for coverage's required, with the City of Harrisburg named as an additional insured for all coverage's, other than Workman's Compensations and Employers Liability. This Certificate of Insurance shall reflect the actual amount of insurance in force.

The Consultant's insurance policy(s) shall provide, in the event the insurance should be changed or cancelled, that such change or cancellation shall not become effective until thirty (30) days after the City has received notification from the insurance company(s). Such notice shall be mailed to the City of Harrisburg, 10 North Second Street; Harrisburg, Pennsylvania, 17101. The Consultant shall furnish a certified copy of the insurance policy(s) upon request.

* The City reserves the right to accept proposals from Consultants who do not have policy limits at the levels required by this section 2.5, if it determines, at the City's sole discretion that the policy limits are sufficient for the scope of work contemplated by this RFP. If a Consultant submitting a proposal maintains coverage at limits less than those required by this section 2.5, it should give reasons why such policy limits are sufficient for the type of work being sought by this RFP, and examples, if available, of other similar projects for which lower policy limits were in place.

- 2.6** No contract may be assigned, sublet or transferred without written consent of the City of Harrisburg.
- 2.7** The proposal must be signed by a partner or in the case of a corporation by the president, vice-president and the secretary or treasurer or any other corporate officer empowered to execute contracts in the event that such officers are unable to do so.
- 2.8** No proposal will be considered unless bid price is firm and clearly defined. Conditional proposals will not be accepted.

2.9 Reservation of Rights

The City reserves, and may at its sole discretion, exercise the following rights with respect to this RFP and all proposals submitted pursuant to this RFP:

- A.** To reject all proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- B.** To reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP, the Bidder does not meet the qualification requirements set forth in Section 5 herein or it is otherwise determined to be in the best interest of the City to reject the proposal.
- C.** Accept or reject any or all of the items in any proposal and award a contract for the whole or only a part of any proposal if the City determines, in its sole discretion, it is in the City's best interest to do so.
- D.** To reject the proposal of any Bidder that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City, is financially or technically incapable or is otherwise deemed to not be a responsible Bidder.
- E.** To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal.
- F.** To require that Bidders appear for interviews and/or presentations of their proposals at City offices.
- G.** To require references from Bidders' previous clients on projects similar in type and scope to the work sought in this RFP.

- H. To conduct such investigations as the City considers appropriate with respect to the qualifications of any Bidder and with respect to the information contained in any proposal.

Section 3 – Award of Contract

- 3.1 The City shall award a contract to the lowest responsible Bidder. This contract shall be for 3 years with an option of an additional 2 years.

Section 4 – Contract Content

- 4.1 The contract(s) resulting from the of this RFP will consist of this RFP, the Bidder's proposal, and any additional information deemed necessary as a result of the negotiations held with the successful Bidder(s).

Consultant's awareness of and commitment to cooperate with the City in its enforcement of Chapter 2-901 of the Codified Ordinances entitled "Minority Participation in City Contracts."

Section 5 - Proposal Format and Content

5.0 Submission of Proposal

Proposals shall be submitted in one (1) original and two (2) copies on 8 ½" x 11" papers to: City of Harrisburg. The original proposal shall be marked "original" and each copy of the proposal must be a complete copy of the original including all attachments and appendixes.

Each proposal section enumerated in paragraph 5.2 - 5.5 must be clearly identified and tabbed in the submitted proposal.

5.1 Proposal Format

The City discourages overly lengthy and costly proposals; however, proposers should follow the format set out herein and provide all of the information requested. For a proposal to be considered, proposers must follow the instructions outlined in this RFP.

5.2 Transmittal Letter

Proposals shall include a brief letter which provides the company's name; address of the main office and any branch offices; telephone and fax number for each office; name, title, telephone number, fax number and email address of the company's contact person for this project; a statement that the proposal is in response to this solicitation; and the signature, typed name and title of an individual who has actual authority to commit the proposer to the proposal. The transmittal letter shall also include an acknowledgement of each RFP Addendum received (if applicable), and a statement that the cost proposal is valid for a minimum of ninety (90) days from the proposal opening date.

Proposals by individuals must be signed personally, with name typed below signature, and witnessed. A complete address and trade name must be provided. Proposals by partnerships must include the typed names and business address of all partners and the trade name of the company. The proposal must be signed by at least one general partner, whose signature must be witnessed. Proposals by corporations must include the typed name of the corporation, the State of incorporation, and the Principal Officer of the corporation. The proposal must be signed by the President or Vice-President (or by an officer or agent duly authorized to bind the corporation to a contract, proof of whose corporate authority shall be attached), and attested by the Secretary, Assistant Secretary, or Treasurer of the corporation.

5.3 Understanding of the Project

Proposers must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project, and which illustrates how their methodology will serve to accomplish the work and meet the project schedule.

5.4 Qualification Statement

Each proposal shall include, at minimum, the following information about the company:

- a. The number of years the company has been in business providing these services.
- b. The type of organization of the company (Corporation, Partnership, Sole Proprietorship)
- c. Name and title of company's principles
- d. Copy of the company's executive summary
- e. Three References with contact information
- f. Copy of City Mercantile License.

5.5 Conflict of Interest

Each proposal shall include a conflict of interest statement indicating whether or not any principals in the company, their spouse, or their child is employed by the City, and whether or not the company or any individuals working on the contract has a possible conflict of interest, and, if so, the nature of that conflict.

To preserve the integrity of City employees and elected officials and to maintain public confidence in the RFP process, the City prohibits the solicitation or acceptance of anything of value by a City employee or elected official from any person seeking to initiate or maintain a business relationship with City departments, boards, commissions, and agencies.

Section 6 – Content of Proposals and Required Submissions

- 6.1** All proposals must be typed or neatly completed in pen. Any erasures or other changes in the bid unit prices or total price must be explained or noted over the signature of the bidder and failure to do so may result in the rejection of your bid.
- 6.2** All proposals shall contain sections which organize the information that bidders are required to submit, as provided below. Each section shall be clearly delineated with quick reference dividers.
- 6.3** The first section of the proposal shall contain information on the services to be provided by the bidder relative to the services to be provided under this RFP. The successful bidder shall demonstrate that it has the capacity to provide the services required herein for the duration of the term of the contract.
- 6.4** The second section of the bid proposal shall contain a completed copy of each of following: 1) the cost certification sheet with signature, 2) the non-collusion affidavit, 3) Conflict of Interest Disclosure, 4) Drug Free Workplace Certification and 5) a statement which clearly identifies any and all deviations or exceptions that the bidder may be taking to the RFP.
- 6.5** The next section of the bid proposal shall contain information relative to the availability of the insurances.
- 6.6** The final section of the bid proposal shall contain any additional information that the bidder believes is relevant and should be considered by the City. This may include, but is not limited to, a qualification statement demonstrating Bidder's experience in similar jobs.

Non-responsible Vendors – By submission of a bid, each Bidder acknowledges that it is aware of § 2-307.6 of the Codified Ordinances of the City of Harrisburg, stating that “any person or principal of any company who is found to owe the City delinquent taxes or municipal claims shall be deemed "nonresponsible," and no purchase order shall be issued in favor of such person or business entity.”

Bidder attests that it is not delinquent on any taxes or other assessments of whatever nature lawfully owing to the City of Harrisburg. **If it shall be determined that Bidder awarded a contract under this RFP is delinquent on any taxes or other obligations owed to the City of Harrisburg, a Purchase Order will not be issued to Bidder, and Bidder will not be compensated for its services.**

Bidder shall obtain and maintain all permits and licenses of whatever kind or nature that may be necessary for the services being provided pursuant to this RFP.

Bidder shall pay all taxes and assessments that are either imposed by law or may be imposed by law, including personal property taxes, amusement, and business and mercantile taxes for which Bidder may be responsible now or in the future as a result of its operations. Bidder shall maintain an updated Business and Mercantile license from the City's Tax and Enforcement Office of the Bureau of Operations and Revenue at all times during the term of its contract with the City and during any time in which it operates within the City of Harrisburg.

Ineligibility/Exclusions:

- A. Organizations ineligible to bid: Any individual, business, organization, corporation, consortium, partnership, joint venture, or any other entity including subcontractors currently debarred or suspended is ineligible to bid. Any entity ineligible to conduct business in the State of Pennsylvania for any reason is ineligible to respond to the RFP.
- B. Exclusions: The City reserves the right to refuse to consider any proposal from a Contractor:
 1. Who has been convicted for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of the contract or subcontract;
 2. Who has been convicted under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or other offense indicating a lack of business integrity or business honesty that currently and seriously affects responsibility as a State contractor;
 3. Who has been convicted or has had a civil judgment entered for a violation under State or Federal antitrust statutes;
 4. Who has violated contract provisions such as:
 - i. Knowing failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.

Section 7 - Evaluation Criteria and Process

- 7.1** Compliance with the essential minimum experience and qualifications of the Bidder:
- Experience preparing Environmental Review Records
 - Experience preparing Consolidated Plans
 - Experience preparing Comprehensive Annual Performance and Evaluation Reports

- Experience with eCom Planning Suite
- Experience developing a Municipal Government Five Year Comprehensive Plan
- Experience preparing and presenting notices for public hearings
- Experience preparing and presenting federal grant programs information to elected officials
- Experience in urban planning, land use and project development
- Experience responding to federal monitoring reports and audits
- Experience with the Grant Close-Out process

Section 8 - Scope of Work

8.1 The prospective consultant will be expected to perform some or all of the following services for the City upon request:

- Assist the City in preparing its Five Year Consolidated Plan and/or its annual Action Plan for submission to HUD. This includes all aspects of preparation from developing a statement of proposed objectives and a proposed budget, to research for the planning portions, to completion of a final document for submission which meets all statutory and regulatory requirements.
- Preparing the Environmental Review Record for all HUD programs including community development activities.
- Assist city staff with preparing Comprehensive Annual Performance and Evaluation Reports
- Prepare for publication, notices which inform the public of the City's Federal Grant Programs and Community Development and invite citizen participation and comments in accordance with the statutory and regulatory requirements.
- Attendance at public hearings, City Council meetings and/or staff meetings to present or discuss the Federal Grant Programs.
- Assist the City in designing and implementing economic development leveraging programs with CDBG funds.
- Assist City staffs with developing responses to HUD monitoring reports, audits, grant applications and relating correspondence.
- Assist City staff with federal grant program close-out
- Develop a fiscal and economic impact analysis, including but not limited to analyzing the area median income for the City's Southside area, the general industry drivers in the area, the employment rate, the percentage of market rate

rental, low income housing, and homeownership; average number of household members; general demographics of area;

- Evaluate potential impediments to economic growth, e.g., transportation/traffic challenges, jobs, social services, child care, health care, absence of financial institutions, pharmacies, grocery stores, recreation, etc.;
- Identify any environmental challenges on the City's Southside, including water/sewer/storm water analysis
- Provide Community Development Planning Assistance, if requested, to the City or its sub-recipients. Such services would include: Planning in support of tax incremental financing districts; Physical planning services including comprehensive planning, site planning and redevelopment planning; Preparation of redevelopment area plans and redevelopment proposals under state redevelopment law; Site specific development strategies, downtown improvement strategies and preliminary feasibility analyses; Technical assistance and preparation of submission for designation of additional NRSAs.
- Provide general consulting and advisory services throughout the term of the contract relative to management practices and authorized and desirable activities to implement, continue, and enhance the community development programs. This includes informing and advising the City about federal and state policies and programs, and changes thereto.
- Assist the City in structuring HOME-assisted projects, including those activities that involve private or non-profit development entities.
- Provision of underwriting and layering analyses for rental and homebuyer programs.
- Assist the City in preparing written agreements with sub-recipients and CHDO's.
- Provision of real estate syndication services.
- Assist the City staff in evaluating proposals from private sector, non-profit and CHDO developers, owners and sponsors.
- Assist the City in establishing operational guidelines for new HOME/ESG funded initiatives
- Provision of project or site strategies and preliminary market/feasibility studies.
- Assist the City in identifying and applying for alternate forms of housing assistance

- Develop an inventory of the City's open space and recreation areas and facilities, including quantitative analyses on the acreage of such spaces, the condition of the facilities at such places, and the expected "service area" or "catchment area" of such places. This will help us determine the gaps in our recreational infrastructure, and ideally compare the provision of our open space & recreation areas to other similar cities (through measures like acreage/resident).
- Develop an inventory of the City's environmental condition, including calculations and location maps for things like brownfield sites and land existing in a natural state (i.e., not programmed parks).
- Develop an inventory of the buildings and properties located in the 100-Year Floodplain. To help with our CRS rating through FEMA by giving us a baseline quantitative measuring point against which we can show future preservation of land in the floodplain.
- As such, it is to meet all requirements provided at the following places:
24 CFR Part 91, as interpreted by HUD
All relevant HUD websites, including
http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/about/conplan
HUD's Consolidated Plan Manual
HUD's eCon Planning Suite
HUD's Integrated Disbursement Information System (IDIS)

8.2 Contract Selection:

The City will award to the lowest bidder for each section from among responsive and responsible bidders. Factors to be considered include, but are not limited to, quality of work and compliance to previous contracts and the capacity of the contractor to fulfill contract requirements. The City reserves the right to select several contractors, thus dividing the property list, and also reserves the right to reject any/or all bids.

8.3 Cancellation Clause:

Should the contractor fail to perform the work as stated in this specification, DBHD reserves the right to immediately cancel the contract and assign work to another contractor at the same rate of pay.

Attachment A - General Conditions

1. Definitions and Headings

- a.** The Request for Proposal, the proposal, the notification of award and the purchase order (if any) or contract constitutes the complete agreement between the parties (hereinafter the "Agreement"). References to the Agreement include these General Conditions. "City" or "City of Harrisburg" and "Consultant" are the parties identified as such in this Agreement. "Services" means the services identified in this Agreement as being the services to be performed by Consultant under this Agreement. The "Goods" means the equipment or items to be supplied by Consultant under this Agreement.
- b.** All headings of the Articles of these General Conditions are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

2. Precedence: Where conflict exists between the Request for Proposal, the Consultant's Proposal and any other signed document, the terms of this Request for Proposal shall prevail unless specifically stated to the contrary in a subsequently signed contractual document.

3. Availability of appropriated funds: The parties agree that any and all payments due from the City as required under the terms of the Agreement are contingent upon the availability of appropriated funds.

4. Taxes: The City is exempt from all Federal excise and transportation taxes and Pennsylvania sales and use tax. The City's IRS Employer Identification Number is 23-6002010. No exemption certificates are required and none will be issued. Nothing in this paragraph is meant to exempt a Consultant from the payment of sales tax or use tax required to be paid with respect to its purchase or use of tangible personal property used in connection with the performance of this contract.

5. Warranty: Consultant warrants to the City that work performed under this Agreement shall be done in a skilled manner and shall comply with industry standards. Consultant shall promptly re-perform Services after receiving notice from the City of defects or nonconformance with such standards.

6. **Indemnity:** Consultant agrees to indemnify and hold harmless the City, its elected officials, employees and agents from and against any and all liability, damages, claims, suits, liens and judgments (including reasonable attorney's fees) of whatever nature, for injuries to or death of any person or persons, or loss of or damage to property, to the extent attributable to the negligent acts of Consultant, its subcontractors or its respective agents, servants, or employees or such parties' failure to perform in accordance with the provisions of this Agreement.
7. **Force Majeure:** Neither party shall be liable for any failure or delay in its performance resulting from any cause beyond its reasonable control including, but not limited to, acts of God; acts or omissions of civil or military authority; fires; floods; unusually severe weather; strikes or other labor disputes; embargos; wars; political strife; riots; delays in transportation; sabotage; or fuel, power, material or labor shortages, provided that the affected party notifies the other party, in writing, within forty-eight (48) hours subsequent to the commencement of an occurrence of Force Majeure.
8. **Termination for convenience:** The City reserves the right, at any time and for its convenience, to terminate this Agreement in whole or in any separable part by written notice to Consultant. Such notice shall be provided at least thirty (30) days prior to the intended termination date. Consultant shall be compensated for Goods accepted or for Services performed in accordance with the provisions of this Agreement up to the effective date of the termination, less any payments previously made by the City for such Goods or Services, but in no event shall Consultant be entitled to recover loss of profits.
9. **Termination for Cause:** In the event that either the Consultant or the City defaults in the performance of any obligation specified herein, the non-defaulting party shall notify the other party in writing and may suspend the Agreement, in whole or in part, pending the remedy of the default. If such default is not remedied within fifteen (15) days from the date of receipt of such notice, or if the other party is diligently attempting to cure such default but is unable to cure such default within thirty (30) days from the date of receipt of such notice, then the non-defaulting party shall have the right to terminate the Agreement immediately by providing written notice of termination to the other party.

If during the term of this Agreement, Consultant shall be adjudged bankrupt, make a general assignment for the benefit of its creditors, or become insolvent, Consultant shall give the City written notice of such occurrence as soon as is legally permissible. If such occurrence or proposed occurrence is unacceptable to the City, the City may terminate this Agreement immediately upon written notice thereof to Consultant.

10. **Notices:** All notices required under the Agreement resulting from the award of this RFP shall be in writing. Written notices shall be effective if delivered by

hand, or if sent by registered or certified mail, by verified facsimile, or by confirmed courier to the address specified for each party in the Agreement.

11. **Time is of the essence:** Time is of the essence in the performance of this Agreement. In the event delivery of Goods or completion of Services is delayed, the City reserves the right, without liability, and in addition to its other rights and remedies, to terminate this Agreement by notice, and to purchase substitute Goods or Services elsewhere and charge Consultant with any loss of additional cost incurred.
12. **Ownership of Work Product:** The City, its departments, employees, agents or assigns shall have the unrestricted right and authority to reproduce, distribute and use in whole or in part any submitted report or written materials generated by the Consultant in the performance of this Agreement.
13. **Records, Audit and Inspection:** Consultant shall maintain such records as may be necessary to adequately reflect the accuracy of Consultant's charges and invoices for reimbursement under this Agreement and such other additional records as the City may reasonably require in connection with this Agreement. Consultant shall preserve such records in accordance with statutory requirements, but in no case for less than three (3) years after the date of final payment, without additional reimbursement or compensation therefore. The City and its duly authorized representatives shall have the right, from time to time, and upon reasonable notice, to audit, inspect and verify the records kept by Consultant in connection with this Agreement. The City and its duly authorized representatives shall have the right to visit, observe, audit, and inspect, during the Consultant's normal business hours, Consultant's production and related facilities utilized to perform its obligations under this Agreement.
14. **Assignment:** Consultant shall not assign this Agreement in whole or in part nor delegate any duties, without the prior written consent of the City. Such consent shall not be unreasonably withheld. Any assignment consented to by the City shall be evidenced by a written assignment agreement executed by the Consultant and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the original Agreement and to assume the duties, obligations, and responsibilities being assigned.
15. **Publicity:** Neither Consultant nor any subcontractor shall use the name of the City of Harrisburg, or quote the opinion of any City employee in any advertising, publicity, endorsement or testimonial, without the prior written approval of the City.
16. **Compliance with laws:** In the performance of this Agreement, Consultant shall comply with all applicable laws, ordinances, rules and regulations of governmental authorities and shall further specifically comply with those sections related to Equal Employment Opportunity.

17. **Independent Consultant:** The employees, subcontractor, methods, facilities, and equipment used by Consultant shall be at all times under Consultant's direction and control. Consultant's relationship to the City under this Agreement shall be that of an independent Consultant, and nothing in this Agreement shall be construed to constitute Consultant, its subcontractors or any of their employees as an employee, agent, associate, joint venture, or partner of the City.
18. **Substance Abuse:** Consultant shall advise its employees and the employees of its subcontractors and agents that:
- (a) It is the policy of the City of Harrisburg to provide a drug-free work environment. To that end the City prohibits the illegal use, possession, sale, manufacture, dispensing, and distribution of drugs or other controlled substances on the work site, and prohibits in the workplace the presence of an individual with such substances in the body for non-medical reasons.
- (b) Any employee of Consultant who is found in violation of the policy may be removed or barred from the work site at the discretion of the City.
19. **Governing Law:** This Agreement shall be interpreted under the substantive law of the Commonwealth of Pennsylvania, without giving effect to any choice of law provision.
20. **Consultant Certification:** Consultant certifies that it is not currently under suspension or debarment by the Commonwealth of Pennsylvania or federal government, and if the Consultant cannot so certify, then it agrees to submit along with the bid a written explanation of why such certification cannot be made.
- If the Consultant enters into subcontracts or employs under this Agreement any subcontractors or individual who is currently suspended or debarred by the Commonwealth of Pennsylvania or federal government during the term of this Agreement or any extensions or renewals thereof, the City shall have the right to require the Consultant to terminate such subcontracts or employment, at no cost to the City. The Consultant agrees to reimburse the City for costs and expenses incurred due to the Consultant's noncompliance with the terms of this certification requirement.
21. **Severability:** The provisions of this Agreement shall be deemed to be severable. Consequently, in the event that any provision of this Agreement is found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party.
22. **Reservation of Rights:** Either party's waiver of any of its remedies afforded hereunder or by law is without prejudice and shall not operate to waive any other

remedies which such party shall have available to it, nor shall such waiver operate to waive such party's rights to any remedies for future breach, whether of a like or different character. Furthermore, any termination of this Agreement pursuant to the Articles herein entitled TERMINATION FOR CONVENIENCE and TERMINATION FOR CAUSE, shall not relieve or release either party hereto from any rights, liabilities, or obligations which it has accrued under law or under the terms of this Agreement prior to the date of such termination.

- 23. Entire Agreement:** This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in a writing executed by a duly authorized official of the City and by a duly authorized individual of the Consultant.

---- END OF GENERAL CONDITIONS ----